

Inspīr Carnegie Hill
Assisted Living Residence

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (this “Agreement”) is made between Inspīr Carnegie Hill, LLC (the “Operator”), _____ (the “Resident” or “You”), _____ (the “Resident’s Representative” or “Your Representative”, if any), and _____ (the “Resident’s Legal Representative” or “Your Legal Representative”, if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate an adult care facility known as “Inspīr Carnegie Hill” (the “Residence”), located at 1802 Second Avenue, New York, New York 10128, as an Adult Home (“AH”) and as an Assisted Living Residence. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence (“EALR”) and Special Needs Assisted Living Residence (“SNALR”).

You have requested to become a Resident at the Residence, and the Operator has accepted your request.

AGREEMENT

I. Housing Accommodations and Basic Services

Beginning on _____ (insert beginning date of residency), the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment.** You may occupy and use the apartment designated on Exhibit I.A.1 attached to and made a part of this Agreement (the “Apartment”), subject to the other terms of this Agreement.
2. **Common Areas.** You will be provided with the opportunity to use the general-purpose rooms at the Residence - such as lounges, common area kitchens, the fitness center, the pool, the library, the theater, and the salon and spa - and other common areas for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. Resident access to general-purpose rooms outside of this timeframe will not be restricted by any rules of the residence or facility policy.
3. **Furnishings/Appliances Provided by the Operator.** Attached as Exhibit I.A.3 of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your Apartment.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4 of this Agreement is an inventory of furnishings, appliances and other items supplied by You in Your Apartment. The Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

The following services ("Basic Services") will be provided to you in accordance with your Individualized Service Plan.

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day, and snacks available 24 hours per day, are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular (Reg), Low Sodium, No Concentrated Sweets, Lactose Intolerant, Mechanical Chopped, Pureed and Ground.
2. **Activities.** A program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs. The Operator will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** Weekly light housekeeping services, including vacuuming, dusting of all cleared horizontal surfaces, cleaning of bathroom and changing of bed linens. Additional Housekeeping services will be provided as often as needed.
4. **Linen Service.** Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition must be provided. Bed linen changes once per week, and towel changes twice per week, or as often as needed.
5. **Laundry of Your Personal Washable Clothing.** Laundering of your personal washable clothing at least once per week, and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.
6. **Supervision on a 24-hour Basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven (7) days a week basis) as well as the other components of supervision as specified in law. Such supervision does not include one-on-one continuous supervision.

7. **Case Management.** Appropriate staff to provide case management services in accordance with law. The case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Include some assistance with bathing; grooming; dressing; toileting; ambulation; transferring; medication acquisition, storage and disposal; and assistance with self-administration of medication as required by Your Individualized Service Plan and consistent with Exhibit III.A.2 attached to and made a part of this Agreement.
9. **Development of Individualized Service Plan.** Development of the Individualized Service Plan, including ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. Additional Services

Exhibit I.C. attached and made a part of this Agreement describes in detail any additional services, supplies or amenities available from the Operator directly or through arrangements with the Operator for a supplemental or additional fee. The Exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider, is set forth in Exhibit I.D attached to and made a part of this Agreement. The Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). The disclosures are contained in Exhibit II attached to and made part of this Agreement.

III. Fees

A. Basic Rate

Assisted living residences may charge either a flat fee in full satisfaction of the Basic Services described in Section I.B. of this Agreement, or a tiered fee for their basic rate. Inspīr Carnegie Hill has elected to operate with a flat fee arrangement, in

which You, Your Representative and Your Legal Representative agree that You will pay, and Operator agrees to accept, the following payment (the “Basic Rate”) for the Basic Services described in Section I.B. The Basic Rate as of the date of this Agreement is \$ _____ per month, or \$ _____ per day.

Exhibit III. A is a summary of all charges which comprise the Basic Rate, as well as the Community Fee, Security Deposit and any additional monthly supplemental care services and other supplemental services fees.

The first month’s Basic Rate shall be prorated as follows:

_____ through _____ at \$ _____ per day.

B. Supplemental, Additional and Community Fees

A Supplemental or Additional Fee is a fee for services, supplies, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental Fee must be at the Resident’s option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident, as set forth in Section III.E. Any charges by the Operator for Additional or Supplemental Fees shall be made only for services and supplies that are actually supplied to the Resident.

A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence or to reject the Community Fee and thereby reject residency at the Residence. The Community Fee is non-refundable.

Supplemental, Additional, and Community Fees are listed in Exhibit III.B attached to and made a part of this Agreement.

C. Refundable Security Deposit

You will be charged a security deposit equal to Your Basic Rate for one (1) month, in the amount shown on Exhibit III.A attached to and made a part of this Agreement. The security deposit is due prior to Your date of admission. Subject to the terms of this paragraph C, Your security deposit will be returned to You within thirty (30) days following Your discharge from the Residence.

If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to the Operator. You and Your Legal Representative have the right to dispute and contest any charges in

accordance with Section XVI below or in accordance with applicable law.

If the Operator is required to use any portion of Your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

D. Rate and Fee Schedule

Attached as Exhibit III.A and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community Fees, for services, supplies and amenities which are covered by such rates, fees or charges.

E. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the “Discharge Date”). If You fail to remove Your belongings and personal property from your room prior to your Discharge Date, the Operator will continue to assess the Basic Rate identified in Exhibit III.A on a per diem basis until Your belongings and personal property are removed from the Residence.

All payments are due on the first (1st) day of each month and shall be delivered to Inspīr Carnegie Hill, at 1802 Second Avenue, New York, New York 10128. Payments received after the tenth (10th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident’s Representative or Resident’s Legal Representative is no longer able to pay for services as outlined in this Residency Agreement or additional services or care needed by the Resident deemed necessary by the Resident’s physician, it is Your responsibility to inform the Administrator or designee as soon as possible. Such procedures must be in accordance with the provisions regarding termination of the Agreement set forth in Section XIII below.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator once You have been admitted as a resident.
3. If You, Your Representative or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement due to the need for additional care, services, or supplies, the Operator may increase such rate or fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may increase the Basic Rate or any Additional or Supplementary Fee upon less than forty-five (45) days' written notice.
5. In the event of any emergency which affects You, the Operator may assess such Additional Fees or charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

G. Apartment Reservation

The Operator agrees to reserve the Apartment specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). Your Apartment will be reserved for as long as you continue to pay Your Total Monthly Basic Rate as shown on Exhibit III.A attached to and made a part of this Agreement, subject to this Section III.G. A provision to reserve an Apartment does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve the Apartment by providing the Operator with thirty (30) days' prior written notice.

H. Room Changes

In limited circumstances, the Operator may need to relocate You from your Apartment identified in Section I.A.1 in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable apartment. If You are relocated to another apartment, no increase will be made to Your Basic Rate. If You are relocated from a private apartment to a shared apartment, your Basic Rate will be adjusted to reflect the shared apartment rate. Once the reason for the relocation has been resolved, You will have the choice of returning to Your original Apartment or remaining in the substitute apartment.

I. Second Occupant Fee

A spouse, family member, friend or any other individual of Your choosing may occupy Your Apartment with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If your Apartment is occupied by two residents and one resident later permanently vacates the Apartment, regardless of the reason, the remaining resident's obligations under this Agreement shall continue in full legal force and effect and the remaining resident will have the option of (1) retaining the same Apartment at the single occupancy rate then in effect for the Apartment, or (2) terminating their residency agreement.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after your Discharge Date, the Operator must provide You, Your Representative, Your Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after your Discharge Date, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or other things of value to the Operator, whether upon admission or at any time thereafter, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of items given to be transferred. Such listing is attached to and made a part of this Agreement as Exhibit V, and shall include any agreements made by third parties for Your benefit.

VI. Property or Items of Value Held in the Operator's Custody for You

If, upon admission or at any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody,

the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached to and made a part of this Agreement as Exhibit VI.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

VIII. Tipping

The Operator shall not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative, a copy of which Statement is attached to and made a part of this Agreement as Exhibit VII.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____
I receive SNA funds _____ or I have applied for SNI funds _____
I do not receive either SSI or SNA funds _____

If You have a signatory to this Agreement besides Yourself, and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

A. Under the law which governs Assisted Living Residences in New York State (Public Health Law Article 46-b), the Operator shall not admit any resident if the Operator is not able to meet the care needs of the resident within the scope of services authorized under such law and within the scope of services determined necessary within the resident's Individualized Service Plan. The Operator shall not

admit any resident in need of 24-hour skilled nursing care. An Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990. 42 U.S.C. 12101 et seq. and with the provisions of those sections.

- B.** The Operator shall conduct an initial pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission.
- C.** The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.
- D.** If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
- E.** If You are being admitted to a duly certified Special Needs Assisted Living Residence, the additional terms of the “Special Needs Assisted Living Residence Addendum” will apply.

If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement pursuant to Section XIII of this Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has an Enhanced Assisted Living unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such unit.

- F.** Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) chronically requires the physical assistance of another to transfer; or
 - (b) chronically require the physical assistance of another person in order to walk; or
 - (c) chronically require the physical assistance of another person to climb or descend stairs; or
 - (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or

- (e) have chronic unmanaged urinary or bowel incontinence.

The Enhanced Assisted Living Care available at this Residence is set forth in the “Enhanced Assisted Living Residence Addendum.”

- G.** Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

The Rules of the Residence are attached to and made a part of this Agreement as Exhibit VIII. By signing this Agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

XII. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative

- A.** You, Your Resident Representative or Your Legal Representative, to the extent specified in this Agreement, are responsible for the following:
1. Payment of the Basic Rate and any authorized Additional, Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of change in health care proxy, health status, change in physician, or change in medications.
 6. Informing the Operator promptly of any change of name, address and/or phone number.
- B.** The Resident’s Representative shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when the Resident is unable to make such decisions for himself or herself.
2. Supply the Resident with enough sets of clothing, undergarments etc. as necessary.
3. Advise of any change of a contact person or of a contact person's address, telephone number and such, including designating an alternate contact person during vacation or for other absenteeism, and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

C. The Resident's Legal Representative, if any, shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Resident is unable to make such decisions for himself or herself.
2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

D. The Operator shall be responsible for the following:

1. In the event that the Resident's Health Care Proxy has been provided to the Operator and that person is not the Resident's Representative or the Resident's Legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

XIII. Termination and Discharge

A. This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days' written notice from You or Your Representative to the Operator of Your intention to terminate this Agreement and leave the facility. This written notice is required regardless of Your reason for terminating this Agreement;

3. Upon thirty (30) days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if you object to the termination then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services, including use and occupancy of the Apartment, materials, equipment and food which You have agreed to pay under this agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had its operating certificate limited, revoked or temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of the notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend this Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

- A.** Notwithstanding the above, an Operator may seek appropriate evaluation and assistance, and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review, for the following reasons:
1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
 2. In the event that Your behavior poses an imminent risk of death or other serious physical injury to himself/herself or others;
 3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care
- B.** If you are transferred, in order to terminate Your Residency Agreement the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then written notice must be given by any of the methods provided by law for personal service upon a natural person.
- C.** If the basis for the transfer permitted under parts 1 and 2 of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

A Statement of Resident Rights and Responsibilities is attached to and made a part of this Agreement as Exhibit IX. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with the Statement of Resident Rights and Responsibilities, and You agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached to and made a part of this Agreement as Exhibit X. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organizations and to provide a written report to the Residents' organization that address the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Photo Waiver (Optional)

Pursuant to the New York State Department of Health Regulations, the operator will include Your photo in your Electronic Health Record, Medication Assistance Record and other systems used by the operator that facilitate the safe and efficient provision of service to you. The Operator also seeks Your consent to use Your photograph in other Residence publications. The photo waiver is attached to and made a part of this Agreement as Exhibit XI.

XVIII. Pet Addendum

Residents are permitted to have certain pets in accordance with the Pet Policy attached to and made a part of this Agreement as Exhibit XII, and upon execution of the Pet Policy, including Addendum A and Addendum B of the Pet Policy.

XIX. Miscellaneous Provisions

- A.** This Agreement constitutes the entire Agreement of the parties.
- B.** This Agreement may be amended upon the written agreement of the parties; provided, however, that any amendment or provision of this Agreement not consistent with statute and regulation shall be null and void.

- C.** The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after this Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
- D.** Waiver by the parties of any provision of this Agreement which is required by statute or regulation shall be null and void.
- E.** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to any conflicts of laws provisions that would apply another law. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and each party to this Agreement consents to the jurisdiction of such courts with respect to any such actions.
- F.** This Agreement may be executed simultaneously in two or more copies, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Agreement by exchange of electronically transmitted copies bearing the signature of a party will be equally as effective as delivery of a handwritten copy of such party.

XX. Agreement Authorization

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions herein.

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

Dated: _____
(Signature of Resident's Legal Representative)

Dated: _____
(Signature of Operator or the Operator's Representative)

Resident: _____ (“You”)

Personal Guarantee of Payment (Optional)

_____ (the “undersigned”) personally guarantees payment of charges for Your Basic Rate, and personally guarantees payment of charges for any services, materials or equipment provided to You that are not covered by the Basic Rate.

This Personal Guarantee shall be governed by and construed under the laws of the State of New York, without regard to any conflicts of laws provisions that would apply another law. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and the undersigned consents to the jurisdiction of such courts with respect to any such actions.

Execution and delivery of this Personal Guarantee by exchange of electronically transmitted copies bearing the signature of a party will be equally as effective as delivery of a handwritten copy of such party.

(Date)

Guarantor’s Signature

Guarantor’s Name (Print)

Guarantor’s Address

Guarantor’s Telephone Number(s)

Guarantor’s Email Address(es)

Resident: _____ (“You”)

Guarantor of Payment of Public Funds (Optional)

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

The Residency Agreement, including this document, shall be governed by and construed under the laws of the State of New York, without regard to any conflicts of laws provisions that would apply another law. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and the undersigned consents to the jurisdiction of such courts with respect to any such actions.

Execution and delivery of the Agreement, including this document, by exchange of electronically transmitted copies bearing the signature of a party will be equally as effective as delivery of a handwritten copy of such party.

(Date)

Guarantor’s Signature

Guarantor’s Name (Print)

Guarantor’s Address

Guarantor’s Telephone Number(s)

Guarantor’s Email Address(es)

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT

As of the date of Your admission, Your Apartment will be Apt. No. _____,

which is a:

private ☐ or semi-private ☐

studio ☐ or one bedroom ☐ apartment.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household furnishings:

- 1) A standard single bed in good repair with clean springs, a well-constructed mattress, and a clean, comfortable pillow of average size;
- 2) A chair;
- 3) A table;
- 4) A lamp;
- 5) Non-removable, lockable storage space for personal articles and medications;
- 6) Individual dresser and closet;
- 7) Two sheets;
- 8) Pillowcase;
- 9) A blanket;
- 10) A bedspread;
- 11) Towels and washcloths;
- 12) Soap; and
- 13) Toilet tissue.

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below.

Check all those that will be furnished by You:

- ☐ Bed
- ☐ Nightstand
- ☐ Drawer
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket

- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Residents are NOT ALLOWED to bring the items below:

- Coffee Makers without auto shut off
- Cooking Appliances
- Incense or Candles
- Extension cords
- Outlet adapters and 2-, 3- or 4-way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operator
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Firearms and other weapons of any type
- Ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not a fire-retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Nonprescription narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattresses

EXHIBIT I.C

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The services, supplies or amenities described below are available from the Operator directly or through arrangements with the Operator for the additional charges indicated. Fees for the services, supplies or amenities will be billed as they are incurred. All fees are subject to change upon thirty (30) days' prior notice.

Room and Care Levels	
Second Occupant Fee (Basic Rate only)**	\$2,500
One-Time Community Fee	\$17,500
Continence Care Management	
Continence Supplies Package I (pads, protective underwear, gloves, barrier creams and wipes for light to moderate urine/bowel movements)	\$285/month
Continence Supplies Package II (pads, protective underwear, gloves, barrier creams and wipes for moderate to heavy urine/bowel movements)	\$485/month
Fee for Service/A La Carte Services	
Rug Shampoo	\$40/room
Pendant (replacement)	\$200
Guest Meals	Breakfast \$14 / Lunch \$21 / Dinner \$28
Private Duty Aid Meals	Breakfast \$14 / Lunch \$21 / Dinner \$28
Room Service (excluding sick tray)	\$15/per meal
Handyman Services for non-facility items	\$25/hour
Cable Television (basic package)	Included in Basic Rate
Telephone	Included in Basic Rate
Alexa Virtual Assistant	(no additional charge)
Salon/Spa Services	See Salon for details
One-Time Nonrefundable Pet Fee (for each pet)	\$500
Monthly Pet Fee (for each pet)	\$250/month
Escort to local appointments (2 hour minimum)	\$40/hour
Scheduled Transportation (when available)	Complimentary. See Concierge for Assistance

****Conditions for admission to Inspīr Carnegie Hill as a second occupant are described in Section III(I) of the Residency Agreement.**

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

There are no providers currently offering home care or personal care services under an arrangement with the Operator.

EXHIBIT II

DISCLOSURE STATEMENT

Insp̄r Carnegie Hill, LLC (the “Operator”), as operator of Insp̄r Carnegie Hill (the “Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3):

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 1802 Second Avenue, New York, New York 10128, an Assisted Living Residence, as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhance Assisted Living Services or Special Needs Assisted Living services, as long as other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of one hundred and twenty five (125) persons.
- b. Special Needs Assisted Living services for up to a maximum of eighty (80) persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living and Special Needs Assisted Living Residences.

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living services or Special Needs Assisted Living services, and there are vacancies in these programs at the facility, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If, however, such programs are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your Apartment within the Residence.

3. The owner of the real property upon which the Residence is located is OHI Asset (NY) 2nd Avenue, LLC. The mailing address of such real property owner is 303 International Circle, Suite 200, Hunt Valley, Maryland 21030.

The following individual is authorized to accept personal service on behalf of such real property owner: Secretary, CT Corporation System, 28 Liberty Street, New York, New York 10005.

4. The Operator of the Residence is Inspīr Carnegie Hill, LLC. The mailing address of the Operator is One Gorham Island, Suite 100, Westport, Connecticut 06880.

The following individual is authorized to accept personal service on behalf of the Operator: Gregory D. Smith, One Gorham Island, Suite 100, Westport, Connecticut 06880.

5. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interest), in any entity, which provides care, material, equipment or other services to residents of the Residence.

None

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity, which provides care, material, equipment or other services to residents of the Residence, in the Operator.

None

7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Public Funds may be used for payment for residential, supportive or home health services including, but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator is (866) 893-6772.

11. The New York State Long Term Care Ombudsman Program (“NYSLTCOP”) provides a toll-free number (855) 582-6769 to request an Ombudsman to advocate for the resident. (212) 812-2901 is the Local NYSLTCOP telephone number. The NYSLTCOP web site is <http://www.ltcombudsman.ny.gov>.

EXHIBIT III.A

RATE OR FEE SCHEDULE

Adult Home and EALR Housing Accommodation and Basic Services Fee (“Basic Rate”):

Room Type	Monthly Fee
☐ <i>Private Studio (Floors 8-14) (AH/ALR/EALR)</i>	<i>From \$17,800 to \$20,800/month</i>
☐ <i>Shared Studio (Floors 8-14) (AH/ALR/EALR)</i>	<i>From \$10,680 to \$12,480/month</i>
☐ <i>Private One Bedroom (Floors 8-14) (AH/ALR/EALR)</i>	<i>From \$20,850 to \$24,600/month</i>
☐ <i>Shared One Bedroom (Floors 8-14) (AH/ALR/EALR)</i>	<i>From \$12,510 to \$14,760/month</i>

Basic Rate \$ _____

All residents in the Adult Home (AH)/Assisted Living Residence (ALR) will receive, for the rate listed above, all care services listed in Section I. B. of this Agreement. Those residents who are participating in the EALR program will also receive, for no additional charge, those services outlined in the EALR Addendum. Residents admitted to an AH or ALR that later require EALR admission, can remain in the same room, and will be provided with an EALR Addendum to explain the additional services that will be provided, at no additional cost.

Additional Monthly Fees – Residents in the AH, including those participating in the EALR program, may elect to have a second occupancy and/or pet in their room. The additional associated fees are as follows:

<i>Second Occupancy Fee</i>	<i>\$2,500/month (additional fees, such as community fees and fees for second occupant care may apply)</i>
<i>Pet Fee</i>	<i>\$250/month</i>

Additional Monthly Fees \$ _____

Memory Care (SNALR) with or without EALR, Housing Accommodation and Basic Services Fee (“Basic Rate”):

Room Type	Monthly Fee
☐ <i>Memory Care Private Studio (Floors 3-7) (SNALR)</i>	<i>From \$19,400 to \$21,700/month</i>
☐ <i>Memory Care Shared Studio (Floor 3-7)(SNALR/EALR)</i>	<i>From \$11,640 to \$13,020/month</i>
☐ <i>Memory Care Private One Bedroom (Floor 3-7)(SNALR/EALR)</i>	<i>From \$22,500 to \$25,500/month</i>
☐ <i>Memory Care Shared One Bedroom (Floor 3-7)(SNALR/EALR)</i>	<i>From \$13,500 to 15,300/month</i>

All residents requiring care associated with Special Needs Assisted Living Residence (“SNALR”) will reside in a secured dementia unit on Floors 3-7, and will be charged an all-inclusive rate for the care services listed in Section I. B. of this Agreement. If a SNALR resident is also determined eligible for EALR services and enrolled in the EALR program, such residents will also receive those services outlined in the EALR Addendum; such EALR services will be provided at no additional charge.

Your Total Monthly Basic Rate: \$ _____

**Due the tenth (10th) of each month*

Move-In Cost Summary

Digitally signed by
BQS KBK
Date: 2020.12.31
13:05:35 -05'00'

This month’s Financial Obligation Prorated (number of days left in Move-In Month, divided by the total number of days in Move-In Month, multiplied by the Total Monthly Basic Rate)	\$ _____. ____
Community Fee	\$ _____. ____
Security Deposit	\$ _____. ____
Total Due at Move-In	\$ _____. ____

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

1) Community Fee:

This is a one-time, nonrefundable Community Fee of \$17,500 per person that must be paid on or before the date of Your admission.

2) Security Deposit:

This is a refundable security deposit equal to the Basic Rate for one (1) month, in the amount shown on Exhibit III.A, due prior to the date of Your admission. Your security deposit will be returned to You within thirty (30) days following Your discharge from the Residence subject to the terms of Section III.C.

3) Pet Fee:

This is a one-time, non-refundable fee of \$500 per pet, and a monthly fee of \$250 per pet.

EXHIBIT V

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or other things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

EXHIBIT VI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

NEW YORK STATE DEPARTMENT OF HEALTH
 Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE		DATE	
X			X			

EXHIBIT VII

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

- ☐ I authorize the operator to establish a facility maintained personal allowance account.
- ☐ I do not authorize the operator to establish a facility maintained personal allowance account.
- ☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above.
☐ I do ☐ I do not authorize the operator to establish a facility maintained personal allowance account.
- ☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me.
I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

EXHIBIT VIII

RULES OF THE RESIDENCE

1. All residents and their guests and companions must respect the rights of other residents to maintain a comfortable home. All residents and their guests and companions must treat other residents, and their guests and companions, and residence staff with respect, and curtail any activities that interrupt other residents' enjoyment of the residence.
2. All residents and their guests and companions must respect the property of other residents and of the residence.
3. NO SMOKING OR VAPING is permitted in the facility or on facility grounds.
4. All visitors and residents must sign in and out when entering or leaving the residence. For your safety, all absences past 9:00 p.m., including overnight absences, and planned missed meals should be reported to the case manager.
5. If a resident is ordering or administering any of his or her medications without the assistance of the residence, including vitamins, herbal medications, over-the-counter medications and dietary supplements, the medication must always be cleared by the resident's primary care physician, a physician's order must be given and the medication must be locked in the resident's apartment. Residence staff must be informed of the resident's medications so that all medications are accurately listed on the resident's medication regimen. Any medications stored in the resident's apartment must be under lock and key.
6. Residents and their guests and companions must participate in all fire drills as per fire department regulations.
7. Residents may not use the following items in their rooms:
 - a. Cooking Appliances (other than auto shut off tea kettles/coffee makers)
 - b. Incense or Candles
 - c. Extension cords
 - d. Outlet adapters and 2-, 3- or 4-way plugs
 - e. Heating blankets/heating pads
 - f. Potpourri burners
 - g. Door stops or wedges
 - h. Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
 - i. Heating units (space heater)
 - j. Waterbeds/water mattresses
8. Each resident must submit to a medical evaluation by the health care provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.

9. Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.
10. Each resident must provide accurate and complete information, to the best of the resident's knowledge, about his or her present condition, past illnesses and hospitalizations, medications and other matters relating to his or her health.
11. Resident should avoid accidents by keeping their apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
12. Residents should advise staff if anything in their apartment needs to be repaired or moved.
13. Residents should refrain from storing any personal items outside of their own apartment, which includes refraining from storing their items in common areas, both inside and outside of the building, without receiving written permission from the administrator.

EXHIBIT IX

RIGHTS AND RESPONSIBILITIES OF RESIDENTS **IN ASSISTED LIVING RESIDENCES**

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS, WITHIN OR OUTSIDE OF THE RESIDENCE, TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR

INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE;

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE (45) DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID - A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT X

RESIDENT GRIEVANCES AND RECOMMENDATIONS

Policy: It is the policy of Inspīr Carnegie Hill to establish mechanisms for residents to make named, confidential and/or anonymous suggestions and grievances and to ensure a timely investigation and resolution in a systematic manner.

It is the policy of Inspīr Carnegie Hill to assist and enable residents to participate in planning for changes or improvements in program operation.

Procedures:

1. Upon admission, each resident, family and representatives will be informed of the policy for making, reviewing and resolving suggestions and grievances to improve facility operation and the provision of care.
2. The procedure for making suggestions and grievances will be posted in the main entry hallway and in the Resident Handbook.
3. Residents may make confidential or anonymous suggestions and grievances to a representative of the facility, the NYS Department of Health or other advocacy agency.
4. Contact telephone numbers of the NYS Department of Health, the local Ombudsperson and advocacy agencies will be provided to residents upon admission and posted in main entry hallway and in the Resident Handbook.
5. No staff person shall subject any resident making a grievance or recommendation to any form of fear, coercion, discrimination, reprisal or interruption of services.
6. Resident "Suggestions/Grievance Sheets" are available from the Resident Care Manager.
7. The Facility Representative who must receive all suggestions and grievances is the Resident Care Manager.
8. There is a locked Suggestion Box located at the Concierge Desk. Completed "Suggestions/Grievance Sheets" may be dropped in the box. The box will be emptied on a weekly basis and the forms given to the Resident Care Manager.
9. Residents may also submit suggestions and grievances (written or verbal) to the Resident Council Representative and/or Family Council Representative, for presentation at a Council meeting. These must be presented to or given directly to the Resident Care Manager and/or General

Manager who maintains the Suggestion/Grievance Log. All suggestions and grievances will be entered into the Log, including information about the suggestions and grievance, date of receipt, investigation and the resolution.

10. Upon receipt, suggestions and grievances will be investigated and known, involved parties will be interviewed. Additional training and/or disciplinary action of staff will be conducted.
11. If identified in the suggestion or grievance, the resident or family will receive a follow-up response or telephone call from the Resident Care Manager or the General Manager to advise of the findings or other resolution within 21 days of receipt.
12. If the individual or group making the suggestions or grievances would like to speak directly to the General Manager or Administrator, a meeting will be scheduled within 14 business days.

EXHIBIT XI

PHOTO WAIVER (OPTIONAL)

Photographs, Videos and Recordings

I hereby grant _____ do not grant _____ permission to Inspīr Carnegie Hill (the “Facility”) and its representatives to use photographs taken of me while attending activities or community events organized by the Facility, or while in the common areas of the Facility, for public relations and promotional purposes.

I understand and agree that these images will become the property of the Facility. I hereby irrevocably authorize the Facility to enhance, copy, exhibit, publish or distribute these images in a manner that is respectful and dignified for purposes of educating consumers about assisted living and the services offered at the Facility, in public relations and promotional materials (online, video or print). In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge the Facility from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident’s Representative)

Dated: _____

(Signature of Resident’s Legal Representative)

EXHIBIT XII

PET POLICY

Inspīr Carnegie Hill, LLC (“we” or the “Operator”), the operator of Inspīr Carnegie Hill (the “Residence” or “Community”), recognizes the deep emotional bonds that often develop between owners and their pets. We try to accommodate pet owners while at the same time recognizing our responsibility for the safety, comfort and convenience of all residents. We have the discretion to allow pets, or to require pets be removed from the Community, based upon our and our residents’ expectations. Service animals governed by the Americans with Disabilities Act (ADA) shall not be subject to any provision of this policy or any other provision that is in violation of the ADA.

Selection Guidelines

Pets will be permitted at our sole discretion. Only the types of common household pets listed in the table below, and meeting the guidelines shown, will be considered. However, the guidelines are merely that, and meeting the guidelines does not guaranty that an animal will be permitted. Animals not listed below, including reptiles (except turtles), monkeys and exotic animals that are not common household pets, are NOT permitted.

Type of Pet	Number Allowed	Restrictions and Notes
Dog	1	Maximum adult weight 25 pounds or less. Must be housebroken and spayed or neutered. Service animals governed by the ADA are exempt from this size restriction.
Cat	1	Must be spayed or neutered and trained to the litter box.
Bird	2	Must be kept inside cage when resident is absent.
Fish		Maximum aquarium size - 20 gallons. Must be maintained on an approved stand.
Small Mammals	2	Includes hamsters, guinea pigs, rabbits, and gerbils.
Turtles	2	

Registration

All pets brought onto the Community's premises must be registered and the registration must be updated annually. To qualify for registration, the pet must first be approved by us, the pet owner must agree to comply with the provisions of this Pet Policy, including payment of pet fees, and we and the pet owner must enter into the Addendum A: Pet Agreement and Addendum B: Pet Registration. An annual update of the registration will be due on the anniversary of the date the pet was brought into the Community. The registration must include:

- Information sufficient to identify the pet and to demonstrate that it is a common household pet.
- A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable State and local law.
- Proof of licensing for dogs.
- The names, addresses, and phone numbers of two responsible parties who will care for the pet(s) if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet(s).
- A certificate of insurance or other evidence that the pet owner has liability insurance in place as required below.

We do not need to provide a basis for refusing to register a pet.

Inoculations

- Dogs must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, canine distemper, infectious hepatitis-lepta series, parvo virus and rabies, with booster shots as needed. Dogs must be licensed by the appropriate local government jurisdiction.
- Cats must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, feline enteritis and rabies, with booster shots as needed.

Sanitary and Conduct Standards

- We reserve the right to designate areas where owners may permit their pets to exercise and deposit waste.
- The pet owner is responsible for the immediate removal of any waste from his or her pet deposited on the Community's common areas or grounds.
- Owners of cats and other pets using litter boxes must change the litter at least twice each week and must separate pet waste from litter at least once each day. Pet waste and litter shall be securely wrapped in plastic bags and placed directly into outside trash bins (not into trash chutes or toilets).
- Pet owners must control the noise, odor, and insect infestation of pets so that a nuisance or health hazard to other residents is not created.
- Dogs may not be left unattended for more than four (4) hours; other pets may not be left unattended for more than twelve (12) hours.
- Bird droppings must be placed into a closed plastic bag for disposal in order to prevent the transmission of psittacosis.
- Pet owners are required to provide animals any preventive care necessary to protect the health, safety and rights of residents at the Community.

Pet Restraint

All cats and dogs and other pets must be appropriately and effectively restrained and under the control of a responsible individual while on the Community's premises. Pets are not permitted in any of the Community elevators, corridors, lobbies, or other interior common areas except while being transported to or from the pet owner's apartment. Pets are not permitted in the dining room, laundry area(s) or recreation room(s) at any time. service animals governed by the ADA are exempt from these restrictions.

The owner of the pet is liable for the damages suffered by any person bitten or otherwise injured by the animal.

Annual Physical Examination.

All pets brought on the Community's premises must undergo an annual physical examination, including an examination for internal and external parasites.

Procedure if an Animal Bites Someone

If the Community learns of an individual who has been bitten by an animal on its property, bite wounds should be thoroughly washed with soap and water as soon as possible. The individual bitten should be instructed to contact a physician immediately, and the owner of the pet should be notified that he or she must remove the animal from the Community immediately.

The Community must make a bite incident report to the health commissioner in the local health jurisdiction. This report should be made within twenty-four (24) hours of the bite. The local health department will then complete a rabies exposure risk assessment. If the animal is a species at risk for rabies, the health department may quarantine the animal for a certain period of time.

When making a bite report, the Community should be prepared to provide the local health departments with a description of the biting animal, owner of the animal, person exposed, location of where the bite happened, rabies vaccination status of the animal and how the bite occurred.

Procedures if an Animal Becomes Ill or Injured

Whenever the Community learns that an animal on its property has become ill or injured, the Community shall contact the veterinarian preferred by the pet's owner or preferred by the Community to care for the ill or injured animal. The Community staff will instruct Community residents to avoid contact with the ill or injured animal and the Community will only provide assistance for the ill or injured animal to the extent necessary to enable the animal to be transported to a facility suited for its treatment. Any treatment received by the animal will be the sole responsibility of the animal's owner.

Indemnification

The resident owner of a pet shall protect, defend, indemnify and hold harmless us and our agents, servants, employees, officers, directors and partners forever against and from (a) all claims, losses, costs, damages and expenses, including attorneys' fees and court costs, arising out of or from any act of the resident's pet causing injury to any person, including, but not limited to, other residents and our employees, or property, including our property and the property of other residents, and (b) all claims, losses, costs, damages and expenses, including attorneys' fees and court costs, arising out of any failure of the resident pet owner in any respect to comply with or perform all the requirements and provisions of this Pet Policy.

Insurance

Residents who own or keep pets in their apartments must carry, at their sole cost and expense, general liability insurance against injuries to persons or damage to property, with minimum coverage of \$100,000 per occurrence and \$200,000 aggregate coverage per accident or disaster, and \$25,000 for property damage. The insurance shall name Landlord as an additional insured and shall be written with a company reasonably satisfactory to us. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives us at least ten (10) days' prior written notice thereof. Service animals governed by the ADA are exempt from these restrictions.

Pet Fees

Residents who own or keep pets in their units may be required to pay a one-time nonrefundable pet fee, a security deposit and/or a monthly pet fee as set forth on the attached Pet Policy Addendum A, which may change from time to time. In addition, such residents are required to pay reasonable expenses directly attributable to the presence of the pet in the building, including, but not limited to, the cost of maintenance and repairs. Service animals governed by the ADA are exempted from fee,

A resident's liability for damages caused by his or her pet is not limited to the amount of any security deposit or one-time or monthly pet fees, and the resident will be required to reimburse the facility for the real cost of any and all damages caused by his or her pet, including landscape replacement, professional cleaning and/or deodorizing and pest elimination.

Identification

Each dog must wear a dog license tag, and each dog and cat must wear an identification tag with the owner's name, telephone and/or apartment number.

Evacuation

In the event that the Community must be evacuated, the resident or responsible party must ensure that arrangements are made for the care and transportation of the pet. No care will be provided in an evacuated community. Any expenses incurred in relation to care or transportation of the pet are the sole responsibility of the resident.

Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, we may contact the responsible parties listed on the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or we, despite reasonable efforts, have been unable to contact the responsible party or parties, we may, in addition to all other rights and remedies, may contact the appropriate state or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances. We may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet. The cost of the animal care facility provided under this section shall be borne by the pet owner.

Visiting Pets

We reserve the right to refuse the entry of any visiting pet, except for service animals governed by the ADA.

Pet Rule Violations

If we determine, in our sole discretion, that the pet owner has violated rules, if any, governing the owning or keeping of pets, we may serve a written notice of pet rule violation on the pet owner and may, in addition to any other rights or remedies, levy a fine or require the removal of the pet.

Death of a Pet

Whenever the Community learns of an animal's death on its property, the veterinarian preferred by the pet's owner, or the Community, will be contacted to arrange for the animal's removal according to the owner's preferred method of disposal. Funeral arrangement, cremation or other disposal method of the animal will be the sole responsibility of the animal owner.

Nothing in this Pet Policy prohibits us from requiring the removal of any pet from the Community for any or no reason.

Affidavit:

I have read and understand the above Pet Policy and agree to comply fully with its provisions. I understand that any breach of this policy is a breach of the lease and may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to

BQS

KBK

Digitally
signed by BQS
KBK
Date:
2020.12.31
13:14:24 -05'00'

effect such removal and understand that my failure to do so shall constitute grounds for termination of my Residency Agreement.

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Resident's Representative's Name (printed): _____

Resident's Representative's Signature: _____ Date: _____

Resident's Legal Representative's Name (printed): _____

Resident's Legal Representative's Name's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

XXX

Pet Policy Addendum A: Pet Agreement

This Agreement made and entered into this _____ day of _____, 20____, between Inspīr Carnegie Hill, LLC (the “Operator”, “Owner” or “we”), and the below-named Resident.

Recitals

- A. We, as the operator of Inspīr Carnegie Hill (the “Community”), have agreed, in our sole discretion, to permit the Resident to keep the pet described on Pet Policy Addendum B: Pet Registration (the “Registration Form”) in his or her Apartment, subject to the Community’s Pet Policy (the “Pet Policy” or “Policy”), which is incorporated herein by reference.
- B. The Resident hereby agrees to comply with the Policy.
- C. The Resident acknowledges that we may require the removal of any pet from The Community for any or no reason.

NOW, THEREFORE, the Resident agrees as follows:

- 1. In addition to other inspections permitted under the Residency Agreement, we may, after reasonable notice to the Resident and during reasonable hours, enter and inspect the premises. Inspections under this section shall only be made if we have received a complaint alleging (or we have reasonable grounds to believe) that the conduct or condition of a pet in the apartment constitutes a nuisance or a threat to the health or safety of the residents or other persons at the Community.
- 2. If there is no state or local authority (or designated agent of such an authority) authorized under applicable state or local law to remove a pet that become vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the residency as a whole, we may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under state and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed thirty (30) days. We may enter the premises and remove the pet or take such other permissible action only if we request the resident to move the pet from the Community immediately, and the Resident refuses to do so, or if we are unable to contact the pet owner to make a removal request.
- 3. The Resident agrees to pay a fee for each pet of \$250 per month.
- 4. The Resident agrees to pay a one-time, nonrefundable fee for each pet of \$500.

5. The Resident agrees to pay a pet security deposit of \$_____.

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Resident's Representative's Name (printed): _____

Resident's Representative's Signature: _____ Date: _____

Resident's Legal Representative's Name (printed): _____

Resident's Legal Representative's Name's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

Pet Policy Addendum B: Pet Registration

Resident Name: _____ Apt #: _____
Type of Pet: _____ Pet's Name: _____ Pet's Age: _____
Description (color, sex, weight): _____
License # (dogs): _____
Vet. Name: _____ Phone: _____
Vet. Address: _____
Date of Veterinarian's Certificate: _____ Update Due: _____

In the event that the Resident is unable to attend to the needs of this pet, the following people have agreed to care for it:

Responsible party #1	Responsible party #2
Name	Name
Relationship	Relationship
Address	Address
Phone	Phone
<i>By signing below, I hereby agree to care for the above-named pet in the event that its owner is unable to care for it. This includes removing it from the Community if necessary or appropriate.</i>	
Signature	Signature

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Resident's Representative's Name (printed): _____

Resident's Representative's Signature: _____ Date: _____

Resident's Legal Representative's Name (printed): _____

Resident's Legal Representative's Name's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

Date Pet Accepted for Residency: _____

EXHIBIT D-1

CONSUMER INFORMATION GUIDE